

DECLARATION OF PROTECTIVE RESTRICTIONS  
LINCOLN ESTATES SUBDIVISION  
UNITS 3, 4 and 5 EXCLUDING LOT 1, BLOCK 10 UNIT 4.

1 THIS DECLARATION made this 5TH day of NOVEMBER, 1974 by Edwin  
2 W. and Norma J. Gunderson, the owners, Lincoln County, Nevada,  
hereinafter called Declarant.

3 WITNESSETH:

4 WHEREAS said Declarant is the owner of all of the lots em-  
5 braced within the boundaries of Lincoln Estates, said subdivi-  
6 sion containing all of the lands shown in that certain official  
7 plat filed under Recorder's Number 59271-59272 in the office of the  
8 County Recorder of Lincoln County, Nevada, and

9 WHEREAS said Declarant is about to sell all or a portion of  
10 the lots comprising said subdivision and desires to subject all  
11 said lots comprising said subdivision to the conditions, re-  
12 strictions and covenants hereinafter set forth, for the benefit  
13 of the entire subdivision and all the lots comprising the same,  
and for the benefit of the present and future owners of each and  
every of said lots, and

14 WHEREAS such conditions, restrictions and covenants are  
15 intended as a part of the general plan for the improvement of the  
16 said subdivision, are for the benefit of said subdivision and  
17 each and every lot therein, and shall insure and pass with said  
18 subdivision and each and every lot therein,

19 NOW THEREFORE, the said Declarant hereby declares that  
20 Lincoln Estates, Lincoln County, Nevada, and each and every lot  
21 and parcel thereof is held by him and shall be conveyed subject  
22 to the following conditions, restrictions, and covenants, to wit:

23 A. These conditions, restrictions and covenants shall be  
24 considered as covenants running with the land and shall bind the  
25 Declarant, his heirs, executors and administrators and all future  
26 assigns of said subdivision, or any part or parts thereof for  
27 and during the period ending June 1, 1984 for Lincoln Estates,  
28 Subdivision Units 3, 4 and 5, excluding lot 1, block 10 Unit 4,  
29 provided, however, that such conditions, restrictions and covenants,  
30 or any of them, may be changed, supplemented or abolished in any  
31 or all particulars by the recordation in the office of the County  
Recorder of Lincoln County, Nevada, of a revocation of, amend-  
ment to, supplemental Declaration of Restrictions for said sub-  
division, duly executed and acknowledged by the owners of not less  
than 75% of the lots comprising said subdivision.

32 B. The conditions, restrictions and covenants herein con-  
33 tained shall bind and insure to the benefit of, and be enforce-  
34 able by Declarant, his heirs, executors and administrators, and  
35 all future assigns, or by the owners of any lot or lots in said  
36 subdivision. Any owner or owners of any of said lots may insti-  
37 tute and prosecute and proceedings at law or in equity against  
38 Declarant, or any person, firm or corporation violating or  
39 threatening to violate, any of the conditions, restrictions or  
40 covenants herein contained. Any such action may be maintained  
41 for the purpose of preventing a violation or to recover damage  
42 for a violation or for both purposes. The failure of the Declar-  
43 ant, his successors or assigns, or any owner of said lots to  
44 enforce any of the conditions, restrictions or covenants herein  
45 contained, shall be in no way deemed a waiver of right to enforce  
46 such conditions, restrictions hereafter. Nothing herein con-  
47 tained shall be construed as preventing the application of any  
48 remedy given by law against a nuisance, public or private. The  
49 remedy herein provided shall be in addition to any remedy or rem-  
50 edies now or hereafter provided by law.

1 C. Any invalidation of any conditions, restriction, or  
2 covenant herein contained by the judgment or other of any court  
3 of competent jurisdiction shall in no way affect the validity  
4 of the remaining conditions, restrictions or covenants, and said  
5 remaining conditions, restrictions and covenants shall continue  
6 and remain in full force and effect. Any conditions, restric-  
7 tions and covenants as invalidated shall be deemed separable  
8 from the remaining conditions, restrictions and covenants herein  
9 set forth.

10 D. The restrictions, covenants and conditions to which the  
11 said property is hereby subjected are as follows:

- 12 1. Nothing but one, single, private "independent" type  
13 prefabricated mobile home dwelling of not less than  
14 10 feet in width and 40 feet in length, or a conven-  
15 tionally constructed house dwelling of not less than  
16 750 feet of living area, containing integral, intern-  
17 ally installed sanitary facilities, and capable of  
18 being used as an individual living unit, together  
19 with a garage or carport of not more than (3) car  
20 capacity, for the use solely of the owner or occupant  
21 of said unit, and boundry lines and patio fences and/  
22 or walls, storage units and incidental and normal  
23 accessory uses, shall be erected or placed on any  
24 single lot in said subdivision. No business or pro-  
25 fession or non-conforming use of any kind shall be  
26 carried on or conducted upon any portion of said  
27 premises:
- 28 2. No garage, shed or temporary structure of any kind shall  
29 be erected, constructed, permitted or maintained  
30 on any portion of said property prior to the place-  
31 ment of an acceptable mobil home unit thereon, and no  
garage shed, basement or temporary building shall be  
used for permanent or temporary residence purposes.
3. All buildings and other structures erected or placed  
on any lot within said subdivision shall be built  
in good workmanlike manner and shall be maintained  
in good condition. No building shall be moved from  
another location onto lot within said subdivision  
unless it shall have been newly constructed else-  
where for the express purpose of placing it on said  
lot.
4. Owner of lots included, shall, upon completion of  
construction of any improvements thereon, also com-  
plete surface grading in such a manner as to maintain  
and preserve directions of drainage flow and, at all  
times thereafter, preserve such drainage and eleva-  
tions. Within ninety (90) days after completion of  
construction and surface grading, owner shall plant  
open area of lot with suitable grass or other plant-  
ing for the purpose of efficiently controlling sur-  
face land erosion. In those instances where winter  
makes planting impossible or impractical, said plant-  
ing shall be started not later than the following  
April first.

- 1 5. When the construction of any structure is commenced  
2 upon any said lots, the owner thereof shall prosecute,  
3 with all reasonable diligence, the completion there-  
4 of and shall complete the construction thereof with-  
5 in six (6) months from the date of commencement.  
6 Mobile home units must be skirted with in ninety(90)  
7 days of placement on lot.
- 8 6. No uncovered storage, unlicensed unused vehicles,  
9 equipment or other materials shall be allowed on any  
10 lot or lots; however, covered storage structures,  
11 subject to all other conditions herein may be  
12 permitted.
- 13 7. No part or portion of any home shall be placed or  
14 maintained upon any lot closer than fifty (50) feet  
15 from any front or street line and thirty (30) feet  
16 from the side or rear line thereof.
- 17 8. No home shall be occupied for residence purposes  
18 until the same shall be connected to a sanitary sew-  
19 age disposal system or provided with a sewage dis-  
20 posal system consisting of individual septic tanks  
21 or other equally sanitary structures for the storage  
22 and/or disposal of sewage, constructed, located and  
23 connected with a disposal field in a manner first  
24 approved by the Health Department. No cesspool or  
25 outside toilet shall be permitted.
- 26 9. No lot in this subdivision shall be subdivided into  
27 smaller parcels of land to obtain additional building  
28 sites.
- 29 10. No animals of any description except horses shall be  
30 raised, housed or kept on the premises except that  
31 dogs, cats, or other normal household pets that are  
of such nature as not to interfere with the safety  
and comfort of adjoining owners, may be kept on said  
property, provided that they are not bred or main-  
tained thereon for any commercial purposes.
11. No garbage, refuse of obnoxious or offensive material  
shall be permitted to accumulate on any of said lots  
and the owner thereof shall cause all such material  
to be disposed of by and in accordance with accepted  
sanitary practice. All garbage or trash containers,  
oil tanks, gas tanks, and other such facilities must  
be underground or placed in a walled or fenced-in  
area so that shall not be visible from the adjoining  
properties, from the streets or from the pedestrian  
walkways or greenbelts.
12. No obnoxious or offensive activity shall be carried on  
on said property or any portion thereof, nor shall  
anything be done which shall be or become any annoyance  
or nuisance to the neighborhood.

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13. Declarant reserves for the purpose of installing and maintaining public utility facilities, drainage facilities and for such other purpose incident to the development of the subject real property, certain easements, all of which are shown on the recorded subdivision plat. In addition thereto, Declarant reserves for itself, its successors and assigns, the right to create easements and rights-of-way for public utility use, drainage purposes, television cables, or any one or more of the same, across any lot in this subdivision, provided, however, that the said easement and right-of-way shall be located along one or more of the property lines and extending not more than ten (10) feet therefrom, and the exercise of the rights thereunder do not interfere with any of the buildings or improvements located on the property.
14. No billboards or signs of any character shall be permitted on any lot in said subdivision, except a sign of not larger than seventy-two (72) square inches, setting forth the name of the owner or occupant of a lot, and with the exception of one (1) only "For Rent" or "For Sale" sign not larger than two hundred sixteen (216) square inches. No signs of a commercial nature shall be erected at any time.
15. No work or exploration of any mineral, or drilling for any minerals or quarrying of any rock, minerals, soil or materials of any nature shall be conducted on any lot or portion of this subdivision nor shall any excavation of any nature be made upon said property or any portion thereof, except as may be incident to the grading and preparation of building sites and the construction of buildings.
16. Declarant, and every person hereinafter, having any right, title or interest in any lot or parcel within said property shall have the right to prevent or stop violation of any of the said restrictions, by injunction or other lawful procedure, and to recover any damages resulting from such violations.

1 IN WITNESS WHEREOF the undersigned has executed this  
2 Declaration of restrictions the day and year first above written.

3 LINCOLN ESTATES  
4 Edwin W. Gunderson  
5 Norma J. Gunderson

6 *Edwin W. Gunderson*  
7 *Norma J. Gunderson*

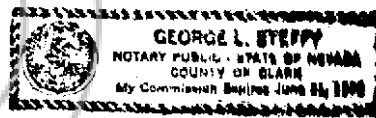
8  
9 State of Nevada )

10 County of Clark )

11 On this 5TH day of NOVEMBER, 1974, personally appear-  
12 ed before me, the undersigned, a notary public in and for the  
13 County and State aforesaid, known to me to be the person describ-  
14 ed in and who executed the within and foregoing instrument,  
and who acknowledged to me that he executed the same freely  
and voluntarily and for the uses and purposes therein mentioned.

15 IN WITNESS WHEREOF, I have hereunto set my hand and affix-  
16 ed my seal at my office in said County of Lincoln, the day and  
year in this Certificate first above written:

17 *George L. Steffy*  
18 NOTARY PUBLIC



19  
20  
21 No. 55274

22 FILED AND RECORDED AT REQUEST OF  
23 Edwin Gunderson  
24 Nov. 6, 1974

25 AT 1 MINUTES PAST 4 O'CLOCK  
26 P.M. IN BOOK 11 OF OFFICIAL  
RECORDS, PAGE 604-608 LINCOLN  
COUNTY, NEVADA.

27 *George L. Steffy*  
COUNTY RECORDER